

UWA Sport Program Terms and Conditions

The terms and conditions set out below govern a person's involvement in any:

- Kids Holiday program
- Teen Holiday program
- Recreate Short Courses program
- Tours program
- Junior Clinics program

run by UWA Sport Pty Ltd of 35 Stirling Highway, Crawley, WA 6009 (ABN: 96 605 887 189). UWA Sport is a wholly owned subsidiary of The University of Western Australia (ABN: 37 882 817 280) ("UWA"). These terms and conditions are available on our website at: [www.sport.uwa.edu.au]. Please retain a copy of this agreement for your records. Participants do not need to be members of the UWA Sport Fitness Centre to enrol in a Program.

DEFINITIONS

Program refers to the program/s outlined at the start of these Program Terms and Conditions, and includes all courses and classes coordinated in each Program.

Course refers to a series of classes run within a Program.

Class refers to a one off session in a Program or Course. It includes but is not limited to a tour, clinic, weekly or daily session.

ACKNOWLEDGMENT

By enrolling in a Program, you acknowledge that you will be bound by these terms and conditions.

RELEASE AND INDEMNITY

You warrant as follows:

- a) during such times when participating in a Program run by UWA Sport, a person's personal property and person shall be at their own risk in every respect; and
- b) you are in good health and physical condition, and that there are no medical or other conditions that could be regarded as an impediment to participation;

You:

- c) acknowledge there may be inherent risks associated with participating in the Program and voluntarily agree to assume and accept all of the risks arising out of, associated with, or related to participating in the Program;
- d) to the extent permitted by law, release the University of Western Australia and UWA Sport, its officers, employees, volunteers and agents from and against all past, current and future liability for any property damage, illness, personal injury or death incurred or suffered in connection with participation in such activities or use of such facilities and equipment;
- e) indemnify the University of Western Australia and UWA Sport, its officers, employees, volunteers and agents from and against all losses, damages, claims and expenses (including legal costs) incurred or suffered by them that are caused in connection with your participation in such activities or use of such facilities and equipment except to the extent that the liability, losses, damages, claims and expenses are directly caused by the negligence of UWA Sport, its officers, employees, volunteers and agents.

PARTICIPATION OF MINORS

If the person participating in a Program run by UWA Sport is a minor, then their parent or guardian:

- a) agrees to these terms and conditions in respect of the minor and gives the releases and warranties set out in these terms and conditions; and

- b) will, where applicable, procure the minor to abide by these terms and conditions.

Parents and guardians must comply with the hours of operation and allocated drop-off and pick-up times stipulated on a Program enrolment form and/or online booking system. UWA Sport is unable to supervise minors outside of the drop off and pick up times.

ENROLMENT

Enrolments must be made at least 72 hours in advance for all Programs, Courses or Classes. Enrolments will not be taken over the phone. Enrolments will only be accepted via our online booking system or by completing a Program enrolment form and submitting it to UWA Sport at the Sport and Recreation Centre Reception. No enrolments will be confirmed without full payment being received.

MEDICAL CONDITIONS AND ALLERGIES

UWA Sport must be informed of all allergies and medical conditions, if any, upon enrolment for all participants in any Program. A copy of a participant's medical management plan for severe medical conditions must be provided to UWA Sport. UWA Sport must be notified of any changes to a participant's condition that may affect their care whilst participating in a Program.

UWA Sport encourages the inclusion of participants with a disability and will support access requirements notified to UWA Sport.

MEDICAL TREATMENT

You consent to receive, and authorise UWA Sport or its delegates to arrange medical or hospital treatment which may be deemed advisable in the event of injury, accident, and/or illness during a Program and you agree to indemnify the organisers for all costs and expenses associated with such treatment.

CHANGES TO BOOKINGS

Requests for changes to a booking are required to be made at least 72 hours before the Program, Course or Class commences. Within this time period, an account credit to your UWA Sport account or full refund can be provided. In addition, a participant can switch to another Program. However, if it is of a higher value, the participant will be required to pay the difference at the time of change.

Requests for changes to a booking made within 72 hours of a Program, Course or Class start date will incur additional fees. A Program withdrawal will incur a fee of 50% of the total registration fee. A program, course or class transfer will incur a \$20 administration fee.

Changes to bookings once a Program, Course or Class has commenced cannot be made.

Time period	Conditions
Earlier than 72 hours prior to a Program, Course or Class start date	Changes to bookings can occur. Participants are eligible for an account credit to your UWA Sport account, a full refund or a transfer to another Program.
Less than 72 hours prior to a Program, Course or Class start date	Changes to bookings can occur. However, the following fees will apply: <ul style="list-style-type: none"> • Program withdrawal: 50% of total registration fee • Program transfer: \$20 administration fee
After a Program, Course or Class has commenced	Changes to bookings cannot be made. No account credits, refunds or transfers are applicable.

UWA Sport will take into consideration any special or extraneous circumstances which may require a participant to withdraw from a Program, Course or Class less than 72 hours before it commences or after it has commenced. UWA Sport may issue a credit to your UWA Sport account if the withdrawal is approved in those circumstances.

If a participant needs to withdraw and has another individual that would like to take their place, a transfer of registration can be made. The transfer of registration needs to occur earlier than 72 hours prior to a Program, Course or Class start date. Transfer requests after this time will be at the discretion of UWA Sport.

CANCELLATION

UWA Sport reserves the right to alter and/or cancel any Program, Course or Class due to unforeseeable circumstances that take place on our venues and facilities.

Program/Course cancellation: If minimum enrolments are not reached a Program or Course may be cancelled. If a Program or Course is cancelled, participants and/or guardians will be notified directly and options will be provided to you, including enrolling into a different Program or Course for the same time period and value, a credit allocated to your UWA Sport account or a full refund.

Class cancellation: UWA Sport will do its best to avoid cancelling Classes. However, at times due to unexpected circumstances a Class can be cancelled without prior notice. When this occurs participants will receive a phone call, text or email at least one hour prior to the class time. UWA Sport will endeavour to provide a make-up Class. If a make-up Class cannot be arranged, a refund or credit to your UWA Sport account will be provided to participants for that Class.

MISSED CLASS

No make-up Classes, credits or refunds are available to participants for missed Classes in a Program or Course.

CHANGE OF DETAILS

You must notify UWA Sport of any changes to your address, contact numbers, email addresses or persons authorised to collect participants (i.e. children) after an enrolment has been processed for a Program.

UWA SPORT ACCOUNT CREDITS

All UWA Sport account credits have a 6 month expiry from the date they are applied. Account credits are unable to be transferred to other individuals. Account credits are non-refundable.

SALARY PACKAGING

If you are a UWA staff member, and you are entitled to salary packaging in accordance with your employee entitlements, you may apply for salary packaging for specific Programs and Courses.

A salary packaging form needs to be submitted with a Program enrolment form and sent to UWA Sport. Salary packaged fees will be deducted from your salary for the Programs and/or Courses in a lump sum payment.

Salary packaging only applies to certain Courses within the Recreate Short Course Program, including fitness and wellbeing. The payment will only entitle you to the one enrolment in a Program or Course. If you wish to continue participating in the same or a different Program or Course, you must re-enrol and reapply for salary packaging.

Salary packaging applies for enrolments of minors into our Kids and Teen Holiday Programs. It entitles you to childcare for your children in the Program/s.

PHOTOGRAPHY

You consent to, and authorise UWA Sport or its delegates to, take photographs and video footage for the use of future Program promotion and marketing and for the purpose of sharing with participants.

COMMUNICATIONS AND PRIVACY

By agreeing to these terms and conditions, you acknowledge that you may receive communications and marketing materials from UWA Sport. UWA Sport holds your personal details in accordance with the University privacy policy accessible here: <http://www.web.uwa.edu.au/privacy>. Your personal details, as well as all Program participants' details will not be distributed to any third party without prior permission.

PRICE STRUCTURE

UWA Sport reserves the right to review and implement new pricing structures across all Programs.

RIGHT OF ADMISSION

UWA Sport reserves the right to refuse a participant's involvement in a Program or to cancel any bookings without warning due to risk of injury and/or harm or inappropriate or dangerous behaviour. Reasons for booking cancellation or suspension may include failure to comply with The University of Western Australia's and/or UWA Sport By-Laws. The University's By-Laws: <http://www.governance.uwa.edu.au/statutes/by-lawsConditions>.

CORRESPONDENCE

All correspondence with UWA Sport should be in writing e.g. email, letter etc. Correspondence should be sent via email or post, to programs@sport.uwa.edu.au or UWA Sport Pty Ltd, M412, 35 Stirling Highway, Perth WA 6009.